

Before Louis V. Imundo Jr., Conciliator

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In the matter of arbitration between

THE CITY OF MIDDLETOWN

and the

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

SERB Case No. 97-MED-10-1129

This matter was heard before Louis V. Imundo, Jr., Conciliator, in Middletown, Ohio, on January 23, 1998.

1.0 INTRODUCTION

1.1 Appearing For The City

- Leslie S. Landen, Assistant Law Director
- John Grumbs, Personnel Manager
- Mark Hoffman, Deputy Chief of Police

1.2 Appearing For The Union

- Guy Kauffman, FOP Representative
- Diane Bishop, Police/Fire Dispatcher

2.0 NATURE OF THE CASE

This case involves a wage reopener. The Union sought a four percent wage increase for 1998. Management offered a three percent wage increase. The unresolved matter was submitted to a fact-finder. The fact-finder recommended a four percent wage increase. The City rejected the fact-finder's recommendation, and argued that the fact-finder erred in his judgment. The City's rejection was based on the following concerns:

- The inconsistency of the recommendation with the pattern of bargaining set with other employee groups.
- The inconsistency of the recommendation with comparable employees.
- Three specific factual errors in the analysis:
 - a. the salary structure of the City of Hamilton,
 - b. the internal comparables,
 - c. the nature and extent of the additional job duties of the members of the work unit.

3.0 ISSUE

For the period January 1, 1998 through December 31, 1998 should the Dispatchers receive a three or four percent wage increase?

4.0 DECISION AND RATIONALE

The Conciliator has given thorough consideration to the written information submitted to him before the Hearing, the written information given to him at the Hearing, and the Parties respective oral arguments.

It is the Conciliator's opinion that while the pattern set with other bargaining units who have negotiated agreements with the City is important, it should not be determinative. The decision with respect to the Dispatchers should be primarily based on what the analysis of the data shows is warranted.

The fact-finder based his recommendation in part on the belief that the City's salary structure for Dispatchers was not on a par with Hamilton's salary structure for their Dispatchers. After reviewing the salary structure for these two cities, the Conciliator is persuaded to agree with Management. The Conciliator compared Middletown's salary structure with all the named comparable cities, and has determined that overall, the City's structure is competitive. This brings the Conciliator to the matter of additional job duties.

In the Conciliator's opinion, the Union failed to present sufficient substantive data to support their claim that the high turnover of dispatchers is due to non competitive wages. In the Conciliator's opinion, the Union failed to provide sufficient substantive data to support their contention emergency medical dispatch responsibilities has significantly increased Dispatchers' job duties. In the Conciliator's opinion more data obtained over time will ultimately determine whether Management or the Unions' respective arguments are correct.

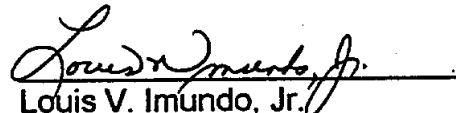
In the Conciliator's opinion, given the newness of in-car computers, a.k.a. mobile data processors, in police cruisers, and the start up problems currently being encountered, at this time it cannot be said with a high degree of confidence that such has increased their work load. While in theory the new system is supposed to increase the effectiveness and efficiency of police officers, and concurrently reduce the work demands on Dispatchers, at this time sufficient data is simply not available for conclusions to be drawn. If Management is correct, the work demands on Dispatchers will go down once the start up problems have been corrected, and officers get used to using the in-car computers. If the Union is correct, while the mobile data processors may increase the efficiency and effectiveness of police officers, they will add to the work demands of the Dispatcher. In the Conciliator's opinion, if the Union's position is ultimately proven to be correct, then the Dispatchers most certainly deserve the additional one percent they have sought.

In light of all the aforementioned, it is the Conciliator's decision that Management's offer of a three percent wage increase be memorialized in the Agreement.

5.0 AWARD

For the period January 1, 1998 through December 31, 1998 the Dispatchers are to be given a three percent wage increase.

January 30, 1998
Date


Louis V. Imundo, Jr.
Conciliator